



County of San Bernardino

F A S

**STANDARD CONTRACT
AMENDMENT NO. 5**

FOR COUNTY USE ONLY

<input type="checkbox"/> New <input type="checkbox"/> Change <input type="checkbox"/> Cancel	Vendor Code	SC	Dept.	A	Contract Number 2000-78-A-5	
County Department County Counsel			Dept.	Orgn.	Contractor's License No.	
County Department Contract Representative Alan K. Marks			Telephone		Total Contract Amount NOT TO EXCEED \$3,000,000	
Contract Type <input type="checkbox"/> Revenue <input type="checkbox"/> Encumbered <input type="checkbox"/> Unencumbered <input type="checkbox"/> Other:						
If not encumbered or revenue contract type, provide reason:						
Commodity Code		Contract Start Date		Contract End Date		Original Amount
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount
Project Name Contract for Legal Services			Estimated Payment Total by Fiscal Year			
			FY	Amount	I/D	

THIS CONTRACT is entered into in the State of California by and between the County of San Bernardino, hereinafter called the County, and

Name

Gumport, Reitman & Montgomery

Address

550 S. Hope Street, Suite 825

Los Angeles, CA 90071

Telephone

(213) 452-4900

Federal ID No. or Social Security No.

95-4520312

hereinafter called Attorneys

IT IS HEREBY AGREED AS FOLLOWS:

(Use space below and additional bond sheets. Set forth service to be rendered, amount to be paid, manner of payment, time for performance or completion, determination of satisfactory performance and cause for termination, other terms and conditions, and attach plans, specifications, and addenda, if any.)

NOW, THEREFORE, the parties agree to amend Contract No. 2000-78 as follows:

1. Paragraph number 3 under section 2 is amended to read as follows:
"Phase II of this agreement is currently in progress. Payment for contract services shall continue under current rates, with the maximum contract amount not to exceed, including costs and expenses, \$3,000,000".

2. Paragraphs number 11 is amended to read as follows:

Auditor/Controller-Recorder Use Only

<input type="checkbox"/> Contract Database	<input type="checkbox"/> FAS
Input Date	Keyed By

Attorneys will incur various costs and expenses in performing legal services under this contract. Attorneys shall bill for their costs and expense on a pass-through basis as a cost advance by Attorneys and without any profit mark-up. Attorneys shall be entitled to reimbursement for all costs and expenses reasonably incurred by Attorneys. Costs and expenses subject to reimbursement, provided they are reasonably incurred and billed at cost, include postage, long distance telephone, facsimile transmission, copying, computerized legal research, expert consultant and investigation fees, coach airfare, mileage at the IRS reimbursement rate, filing fees, court reporter fees, if requested by County, document data basing, trial exhibits, multi-media presentation software and equipment rental. Word processing shall not be reimbursed. Internal photocopying by Attorneys shall be billed at 15 cents per page. Facsimile transmission shall be charged at \$2.00 per fax (regardless of number of pages) plus actual telephone charges. In case of significant costs, such as, for example, fees to employ expert witnesses, Attorneys may request that County deposit an estimate of those costs with Attorneys. Payment of these costs shall not exceed \$500,000.00.

3. Except as amended herein, all other provisions of this agreement, as amended, shall remain in full force and effect.

COUNTY OF SAN BERNARDINO

►
Dennis Hansberger, Chairman, Board of Supervisors

Dated: _____

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

Clerk of the Board of Supervisors
of the County of San Bernardino.

By _____
Deputy

Gumport, Reitman & Montgomery
(Print or type name of corporation, company, contractor, etc.)

By ►
(Authorized signature - sign in blue ink)

Name Leonard L. Gumport
(Print or type name of person signing contract)

Title Partner
(Print or Type)

Dated: _____

Address 550 S. Hope Street, Suite 825
Los Angeles, California 90071

Approved as to Legal Form

►
County Counsel

Date _____

Reviewed by Contract Compliance

►

Date _____

Presented to BOS for Signature

►
Department Head

Date _____

Auditor/Controller-Recorder Use Only

<input type="checkbox"/> Contract Database	<input type="checkbox"/> FAS
Input Date	Keyed By